

Panaji, 12th October, 1981 (Asvina 20, 1903)

SERIES II No. 28

# OFFICIAL GAZETTE

## GOVERNMENT OF GOA, DAMAN AND DIU

### GOVERNMENT OF GOA, DAMAN AND DIU

#### Department of Personnel and Administrative Reforms

Order

No. 24/8/80-PER

Read: Orders of even number dated 24-8-1981 and 17-9-1981.

The Administrator of Goa, Daman and Diu is pleased to order the transfer of following Deputy Superintendents of Police indicated in column No. 2 below with immediate effect and to post them against the posts shown in column No. 3.

Sr. No.	Name of the Officers and their present designation	Posted as
1	2	3
1.	Shri K. A. Desai, Principal, Police Training School, Valpoi.	Deputy Superintendent of Police (Crime Branch)
2.	Shri U. P. Dhaimode, Deputy Superintendent of Police (Armed Police Battalion), Panaji.	Principal, Police Training School, Valpoi vice Shri K. A. Desai trans- ferred.

By order and in the name of the Administrator of Goa, Daman and Diu.

G. H. Mascarenhas, Under Secretary (Personnel).

Panaji, 28th September, 1981.

#### Home Department (General)

Corrigendum

No. HD/G/45/70/77/Prisons

Para (1) of Government order of even number dated 28-1-1981 may be read as follows:

"In partial modification of Government Order No. HD(G)/45-30-77-Prisons dated 29-11-1977 and in exercise of the powers conferred by Rule 6 of the Goa, Daman and Diu visitors of Prisons Rules, 1968, the Lieutenant Governor of Goa, Daman and Diu is hereby pleased to appoint the following persons shown in Column No. 2 as the non-official visitors of the Jails shown against the Corresponding entry in Column number 3 of the said schedule."

By order and in the name of the Administrator of Goa, Daman and Diu.

S. M. Naik, Under Secretary (Home).

Panaji, 28th September, 1981.

### Works, Education and Tourism Department

Order

No. 12/6/79-WET

Shri R. T. Bhagwat a candidate recommended by the Union Public Service Commission is hereby temporarily promoted as officiating basis to the post of Professor in Electrical Engineering in the College of Engineering, Goa Government of Goa, Daman and Diu with effect from taking over the charge in the pay scale of Rs. 1500-1800 plus the usual allowances admissible from time to time.

His initial pay shall be fixed according to rules.

The appointment is subject to the conditions/regulations laid down by Government from time to time.

By order and in the name of the Administrator of Goa, Daman and Diu.

A. V. Pimenta, Under Secretary (Works, Education and Tourism).

Panaji, 1st October, 1981.

Corrigendum

No. 9/25/79 WET

Read: Order No. DC-Arch-3-77 dated 12-12-1978.

In the 5th and 7th lines of the above Government order the words "with effect from the date of taking over the charge" may be substituted at "with effect from 12-10-78 (F. N.)."

A. V. Pimenta, Under Secretary (Works, Education and Tourism).

Panaji, 30th September, 1981.

### Forest and Agriculture Department

Notification

No. 2-1-81-FSH

Further to the Government Notification No. 2-1-81-FSH(ii) dated 7-7-1981, published in the Official Gazette, Series II, No. 15, dated 9-7-1981 and in exercise of the powers conferred by clause (a) of Section 3 of the Goa, Daman and Diu Marine Fishing Regulation Act, 1980 (3 of 1981), the Government of Goa, Daman and Diu hereby authorises the Deputy Director of Fisheries, Assistant Director of Fisheries and Processing Technologist, in the Directorate of Fisheries, Government of Goa, Daman and Diu, also to exercise the powers conferred on and discharge the duties imposed on the authorised Officer under the said Act in the entire area comprised in the Union territory.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

N. P. Gaunekar, Under Secretary to the Government of Goa, Daman and Diu.

Panaji, 28th September, 1981.

## Local Administration and Welfare Department

## Order

No. 4-36-81-LAWD(2)

Read: Offer of appointment No. 4-28-76-UDD, dated 6-4-1981.

On the recommendation of Union Public Service Commission Shri K. D. Borwankar is hereby temporarily appointed as Jr. Town Planner in the Town and Country Planning Department, Panaji, in the existing vacancy in the pay scale of Rs. 700-40-900-EB-40-1100-50-1300 with effect from 14-9-1981 (F. N.). His initial pay is fixed at Rs. 820/- as recommended by the U.P.S.C. In addition to pay he will be entitled to draw allowances as per the rules.

The appointment is subject to the condition specified in the Government offer of appointment No. 4-28-76-UDD dated

6-4-1981, and the rules/Regulation laid down by the Government from time to time.

By order and in the name of the Administrator of Goa, Daman and Diu.

Alexandre Pereira, Under Secretary (Revenue).

Panaji, 29th September, 1981.

## Office of the Civil Administrator, Diu

## Notification

No. CAD/ELN/VPT/3/81/2952

In exercise of the powers vested in him under Rule 5 of the Goa, Daman and Diu Village Panchayat (Election Procedure) Rules 1967, the Civil Administrator of Diu is pleased to authorise the Mamlatdar of Diu to exercise the powers and discharge the functions mentioned in the above referred Rule, within Diu District.

S. K. Jain, Civil Administrator.

Diu, 1st October, 1981.

## Revenue Department

## Notification

No. 22/162/80-RD

Whereas by Government Notification No. 22/162/80-RD dated 22-1-1981 published on page 687-88 of Series II, No. 46 of the Official Gazette, dated 12-2-1981 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Construction of Government Primary School Building at Veling, Ponda.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after consider-

ing the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, South Goa, Margao to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Deputy Collector, South Goa, Margao till the award is made under Section 11.

## SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Ponda	Veling	—	117/2 Part	Shree Shantadurga Devasthan Veling.	1,360.00
Boundaries:						
North: S. No. 117/2.						
South: Road.						
East: S. No. 117/2.						
West: S. No. 117/2 Road.						
Total .....						1,360.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 24th September, 1981.

## Notification

No. 22/49/81-RD

Whereas it appears to the Appropriate Government (hereinafter referred to as "the Government") that the land specified in the schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose viz. For construction of road leading from Second Palvem to Godeavado, Deussua, Salcete.

Therefore the Government is pleased to notify under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as the "said Act") that the said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or

other persons employed upon the said land for the purpose of the said acquisition. Any contracts for the disposal of the said land by sale, mortgage, assignment, exchange or otherwise, or any outlay commenced or improvements made thereon without the sanction of the Collector appointed in paragraph 4 below, after the date of the publication of this Notification, will under clause (seventh) of Section 24 of the said Act, be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette, in due course. If the acquisition is abandoned wholly or in part, the fact will be notified.

4. The Government is further pleased to appoint under clause (c) of Section 3 of the said Act the Land Acquisition Officer, P. W. D. (CELL), Altinho, Panaji to perform the functions of a Collector under the said Act in respect of the said land.

5. The Government is also pleased to authorise under sub-section (2) of Section (4) of the said Act, the following officers to do the acts, specified therein in respect of the said land.

1. The Collector of Goa, Panaji.

2. The Land Acquisition Officer, P. W. D. (CELL), Altinho, Panaji.

3. The Executive Engineer, Building & Communication (South), Works Division VIII, P. W. D., Fatorda, Margao.

4. The Director of Land Survey, Panaji.

6. A rough plan of the said land is available for inspection in the office of the Land Acquisition Officer, P. W. D. (CELL), Altinho, Panaji, for a period of 30 days from the date of publication of this Notification in the Official Gazette.

#### SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Plot No.	Survey No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
	Salcete	Deussua	1	10/5	Smt. Anafina Fernandes Smt. Serafina L. L. Fernandes Shri Antonio V. R. Fernandes North: Road South: Albert Colta East: — do — West: — do —	73.20
			2	10/4	Shri Albert Colta North: Anafina Fernandes South: Filanda Verdes East: West: Tibalda Ferrao	420.10
			3	10/10	Shri Filanda Verdes Shri Walfardes Verdes North: Albert Colta South: Anneto East: Water Passage West: Filanda Verdes.	161.00
Total .....						654.30

By order and in the name of the Lt. Governor of Goa, Daman and Diu,

S. Regunathan, Secretary (Revenue).

Panaji, 9th September, 1981.

#### Notification

No. 22/112/80-RD

Whereas by Government Notification No. 22/112/80-RD dated 18-11-80 published on page 558-559 of Series II, No. 38 of the Official Gazette, dated 18-12-80 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. for Providing Navigational aid on River Mandovi at Naroa, Tiswadi for construction of beacon.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule hereto

is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Deputy Collector, (Land Acquisition Officer), Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector (Land Acquisition Officer), Panaji, till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Tiswadi	Naroa	21	1 Part	Comunidade of Naroa.  Boundaries: North: Survey No. 21 Sub-Div. 1. South: Survey No. 21 Sub-Div. 1. East: River Mandovi. West: Survey No. 21 Sub-Div. 1	36.00
Total .....						36.00

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 28th September, 1981.

## Notification

## No. 22-118-80/RD

Whereas by Government Notification No. 22-118-80/RD dated 10-11-80 published on page 451-452 of Series II, No. 34 of the Official Gazette, dated 20-11-80 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. Housing Scheme at Davorlim, Salcete.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A. of the said Act, that the said land specified in the sche-

dule hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector (L. A. O.), Panaji to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector (L.A.O.), Panaji till the award is made under Section 11.

## SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	Survey No.	Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1.	Salcete	Davorlim	93	1 (Part)	1. Antonio Dias. 2. Shri Minguel Colaco.	6021
2	— do —	— do —	93	2 (Part)	1. Shri Salvador Rebelo. 2. Shri Francisco Geraldo Menezes. 3. Shri C. A. Mascarenhas. 4. Shri Ramakant Vassudev Sanquelkar. 5. Shri Chandrakant Vishnu Kawlekar. 6. Yeshwant Shankar Bidkar. 7. Govind Shankar Phadte.	6800
3.	— do —	— do —	93	3	1. Shri Jose Caetano Pereira.	10912
4.	— do —	— do —	93	4	Shri Xec Mahamad Sahid.	4255
Boundaries:						
North: City Margao.						
South: Road and Survey No. 93 Sub-Div. 2.						
East: Road and Survey No. 93 Sub-Div. 2.						
West: Survey No. 93 Sub-Div. 1 & 2 and City Survey Margao.						
5.	— do —	— do —	94	2	1. Shri Shaik Abdul Matalib. 2. Shaik Ahmad. 3. Kulsumbi Illias. 4. Shaik Daud S. Ali.	15500
Boundaries:						
North: Road.						
South: Road.						
East: Road.						
West: Survey No. 94 Sub-Div. 1.						
6.	— do —	— do —	95	1 (Part)	1. Shri Godinho Fernandes.	69600
7.	— do —	— do —		2 (Part)	1. Shaik Abdul Matalib. 2. Kulsumbi Illias. 3. Shaik Daud S. Ali.	3800
Boundaries:						
North: Road, Survey No. 95/1.						
South: Road, Survey No. 96 and Survey No. 95/1, Survey No. 9/1.						
East: Road, Survey No. 9 Sub-Div. 1 Survey No. 9 Sub-Div. 3 and Survey No. 96 Sub-Div. 1.						
West: Road, S. No. 95 Sub-Div. 1.						
8.	— do —	— do —	12	1	1. Shri Shaik Abdul Matalib. 2. Kulsumbi Illias. 3. Shaik Daud S. Ali.	2500
9.	— do —	— do —		2 (Part)	Shri Acacio Camara. T: Arjun Durbhatkar.	35750 6650
Boundaries:						
North: City Survey Margao and Survey No. 13 Sub-Div. 1 and Survey No. 12 Sub-Div. 2.						
South: No. 11 Sub-Div. 1, Survey No. 10 Sub-Div. 2 and Survey No. 12 Sub-Div. 2.						
East: Survey No. 13 Sub-Div. 3 and Survey No. 16.						
West: Road, Survey No. 12 Sub-Div. 2.						
						42400

1	2	3	4	5	6	7
10.	Salcete	Davorlim	11	9	Shri Domingos Jose M. Fernandes.	22308
					<i>Boundaries:</i> North S. No. 12 S. D. No. 2. South: S. No. 10 S. D. No. 2. East: S. No. 10 S. D. No. 1. West: Road.	
11.	— do —	— do —	13	1	1. Comunidade. 2. Vishnu Naik. 3. Manuel F. Pereira.	6275 1450
12.	— do —	— do —		2 (Part)	1. Shri Rupo Manguesh Naik. 2. Shri Zadu Manguesh Naik. 3. Shri Narsinva Manguesh Naik.	13400
					<i>Boundaries:</i> North: City Margao and Survey No. 14. South: Survey No. 12 and Survey No. 16. East: Survey No. 14 and Survey No. 13 Sub-Div. 2. West: Survey No. 12 and City Margao.	
13.	— do —	— do —		3	Comunidade.	500
14.	— do —	— do —	10	1	1. Acacio Camra. 2. Vishnu Durbhatkar.	46675.
15.	— do —	— do —		2	O: Comunidade.	1117
					<i>Boundaries:</i> North: Survey No. 12 and 16. South: Survey No. 9 and 16. East: Survey No. 16. West: Survey No. 9 and 11.	
Total .....						253513

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 6th October, 1981.

#### Notification

No. 22/19/81-RD

Whereas by Government Notification No. 22/19/81-RD dated 22-2-81 published on page 735 of Series II, No. 50 of the Official Gazette, dated 12-3-81 it was notified under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the said Act") that the land, specified in the schedule appended to the said Notification (hereinafter referred to as the "said land") was likely to be needed for the public purpose viz. for Development of Cunchelim Spring at Cunchelim, Mapusa.

And Whereas the appropriate Government (hereinafter referred to as "the Government") is satisfied after considering the report made under sub-section (2) of Section 5A of the said Act, that the said land specified in the schedule

hereto is needed to be acquired for the public purpose specified above.

Now, Therefore, the Government is pleased to declare under the provisions of Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government is also pleased to appoint under clause (c) of Section 3 of the said Act, the Dy. Collector (Land Acquisition Officer), Panaji, to perform the functions of a Collector for all proceedings hereinafter to be taken in respect of the said land, and to direct him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the office of the said Dy. Collector (Land Acquisition Officer), Panaji, till the award is made under Section 11.

#### SCHEDULE

(Description of the said land)

Sr. No.	Taluka	Village/Ward	P.T.S. No.	Chalta No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3	4	5	6	7
1.	Bardez	Cunchelim	7	14	1. Dr. Antonio Monteiro. 2. S. B. D'Silva. 3. Felician D'Silva. 4. Domnic D'Silva.	800.00
					<i>Boundaries:</i> North: Chalta No. 15 & 12 of P. T. Sheet No. 7. South: Road. East: Road and Chalta No. 15 & 16 of P. T. S. No. 7. West: Chalta No. 12 of P. T. S. No. 7.	

1	2	3	4	5	6	7
2.	Bardez	Cunchelim	7	69	1. S. B. D'Silva. 2. Felician D'Silva. 3. Domnic D'Silva. 4. Dr. Antonio Monteiro. <i>Boundaries:</i> North: Road. South: Road. East: Road. West: Chalta No. 68 of P. T. S. No. 7.	499.00
3.	— do —	— do —	7	70	H: Comunidade of Cunchelim.	485.00
4.	— do —	— do —	7	72	H: Comunidade of Cunchelim.	706.00
5.	— do —	— do —	7	73	H: Spring of Cunchelim. <i>Boundaries:</i> North: Road, Chalta No. 76 of P. T. S. 7. South: Chalta No 78 of P. T. S. No. 7 and Chalta No. 76 of P. T. S. No. 7 and Nalla. East: Nalla. West: Road.	70.00
6.	— do —	— do —	6	5	H: Comunidade of Mapusa. <i>Boundaries:</i> North: Road and Nalla. South: Chalta No. 1 of P. T. S. 7 & Road. East: Road. West: Nalla.	1314.50
Total .....						3874.50

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. Regunathan, Secretary (Revenue).

Panaji, 29th September, 1981.

### Industries and Labour Department

Order

No. 28/2/79/4122

The following Awards given by the Industrial Tribunal Goa, Daman and Diu are hereby published as required under the provisions of Section 7 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour.)

Panaji, 16th September, 1981.

#### IN THE LABOUR COURT, GOA, DAMAN AND DIU AT PANAJI

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Application No. LCC/20/80

Shri Shanker Khorjuvenkar, since deceased,  
now represented by his heirs

1. Kum. Prema S. Khorjuvenkar,
2. Shri Suresh S. Khorjuvenkar,
3. Kum. Sulochana S. Khorjuvenkar,
4. Kum. Bharti S. Khorjuvenkar and
5. Kum. Shanti S. Khorjuvenkar

(last two applicants being minors are represented by the Applicant at Sr. No. 1 as their legal representative), all residents of Fontainhas, Panaji

— Applicants

V/s.

M/s. Society of Transport Panaji-Margao,  
Panaji, Goa

— Respondent

Adv. A. D'Costa, representing the applicants.

Shri A. A. Jog, Labour Advisor, representing the Respondent.

Panaji, 4th September, 1981.

#### AWARD

The late Shri Shanker Khorjuvenkar, filed an application before this Court, claiming from the respondent an amount of Rs. 1160/- of his salary as driver and Bhatta wages, plus Rs. 75/- of legal notice, and other dues accrued subsequent to the filing of this application, which is dated 16-6-80.

2. The respondent filed written statement, refuting the claim of the applicant, stating that he had caused two accidents, due to his poor visibility, and when asked on 22-11-79 to produce medical certificate from Goa Medical College Hospital to the effect that his visibility enabled him to drive heavy passenger vehicle, he remained at home till 16-1-80, date on which he produced the required certificate, dated 21-12-79, and was allowed to drive buses w.e.f. 17-1-80. The respondent is entitled to recover from the applicant Rs. 550/- for the damages caused to the buses in the two accidents referred to above. Besides, on 10-3-80, the applicant again caused an accident at Banastarim. He was served with memo on 31-3-80, and asked to show cause why disciplinary action should not be taken against him. He was also asked to produce fresh medical certificate about the state of his vision. The applicant, however, did not produce any medical certificate and approached the Labour Commissioner. It is further contended, that during that period, the applicant was not sent on the vehicle. He was paid of his salary and, regarding the Bhatta charges, they are paid only when the drivers, cleaners etc. are sent on the Bus. The applicant is not entitled to claim any amount from the respondent.

3. After filing the written statement, the matter was adjourned at the request of both the parties, as they were trying to settle the dispute amicably. In the meantime, the applicant Shri Shanker Khorjuvenkar died and his heirs were brought on record. As two of the heirs, namely Kum. Bharti and Kum. Shanti Khorjuvenkar were minors, their brother Shri Suresh was appointed as guardian to them. Finally, the matter was settled between the parties, and the memo of settlement filed before this Court. The parties were explained the contents of the memo of settlement and they admitted its correctness and signed the same in my presence.

4. I have perused the memo of settlement which is annexed hereto and shall form part of this award. I am satisfied that the dispute has been settled to the satisfaction of both the parties and, therefore, I make the following order:

Order

Award in terms of the settlement, which is annexed hereto, is hereby made.

The amount of Rs. 3,500/- paid by the respondent shall be equally distributed among the applicants, but the shares of the two minors will be given to Shri Suresh Khorjuvenkar, in his capacity as guardian for them.

No order as to costs.

*Dr. Renato de Noronha*  
Presiding Officer,  
Labour Court.

**Memorandum of Settlement between the Management of M/s. Society of Transport Panjim-Margao and the Legal Heirs of late Shri Shankar Khorjuvenkar under Section 2(p) read with Section 18(I) of the Industrial Disputes Act 1947.**

#### PARTIES TO THE SETTLEMENT

Society of Transport Panjim Margao.	Kum. Prema S. Khorjuvenkar Suresh S. Khorjuvenkar Sulochana Khorjuvenkar and other minors represented by Suresh Khorjuvenkar.
Gosal Pereira, Secretary.	

#### SHORT RECITAL OF THE CASE

Shri Suresh Khorjuvenkar and other legal heirs of late Shri Shankar Khorjuvenkar vide their application dated 27th February 1981 requested the Hon'ble Industrial Court to allow them to pursue the matter raised by their father Shri Shankar Khorjuvenkar. The application was taken on record by the Court and the above heirs were allowed to come on record as the legal heirs of the deceased Shri Shankar Khorjuvenkar.

In the meantime Shri Suresh Khorjuvenkar, one of the legal heirs approached the management and requested to settle the case amicably. The other legal heirs of the deceased have no objection to settle the case amicably and hence this settlement.

#### TERMS OF SETTLEMENT

1. It is agreed by Shri Suresh Khorjuvenkar and his other legal heirs that their entire dispute shall be settled by virtue of this settlement, and that they shall have no claim against the management of Society of Transport Panjim Margao of whatsoever nature.

2. The legal heirs mentioned above shall get an amount of Rs. 3500/- (Rs. three thousand five hundred only) comprising of the following:

Gratuity for 15 years of service	Rs. 2130-00
Subsistence allowance from Aug. to Dec. 1980 and Jan. 1981 (both months inclusive)	Rs. 852-00
Bonus for the year 1980-81	Rs. 284-00
Ex. Gratia amount	Rs. 234-00
<b>Total</b>	<b>Rs. 3500-00</b>

3. It is agreed by the legal heirs that they shall withdraw their claim against the management which is pending before the Hon'ble Industrial Tribunal and Authority under the Payment of Wages Act, 1936.

4. In view of the above the entire issue raised by late Shri Shankar Khorjuvenkar and his legal heirs is settled fully.

#### PARTIES TO THE SETTLEMENT

Shri Gosal Pereira, Secretary, Society of Transport, Panaji-Margao.	Kum. Prema Khorjuvenkar Shri Suresh Khorjuvenkar Kum. Sulochana Khorjuvenkar
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Panaji, 31st July, 1981.

Witnesses: 1) Agnelo D'Costa (Adv.).

2) Sd/-

Order

No. 28/2/79-ILD/3609

The following Awards given by the Industrial Tribunal, Goa, Daman and Diu are hereby published as required under the provisions of Section 17 of the Industrial Disputes Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Administrator of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).  
Panaji, 21st August, 1981;

#### IN THE INDUSTRIAL TRIBUNAL, GOA, DAMAN AND DIU AT PANAJI

(Before Dr. Renato de Noronha, Hon'ble Presiding Officer)

Ref. No. IT/15/81

The Workmen of

M/s. Ciba-Geigy of India Ltd.

— Party-I

V/s.

M/s. Ciba Geigy of India Ltd.,  
Corlim, Goa.

— Party-II

Workmen/Party-I represented by the Ciba-Geigy of India Ltd. Employees Union, Velho Bldg., Panaji.

Employer/Party-II represented by Mr. M. R. Lal, Secretary & Executive-in-charge, and Dr. P. Mitra, Acting Works Manager.

Panaji: 3-8-81.

#### AWARD

This is a Reference made by the Government of Goa, Daman and Diu, by its order No. 28/16/80-ILD, dated 17-6-81, which, in the schedule annexed thereto, reads as follows:

"Whether the following demands of the Ciba Geigy of India Employees Union Goa on behalf of workmen of M/s. Ciba Geigy of India Ltd., employed at their Santa-Monica Plant at Corlim, Ilhas, Goa, are legal and justified.

If so, to what relief the workmen are entitled?

1. Demand for free housing colony, flats with free lights and water to all workmen.
2. Demand for Rs. 2,500/- per year workers as leave travel concession with permission to accumulate it for 3 years.
3. Insurance of every workmen for an amount of rupees not less than one lakh.
4. Demand for accident benefit by way of reimbursement of Medical bill and allied charges with treatment of period of Absence from place of work as special leave with full pay.
5. Privilege leave at enhanced rate.
6. Demand for sick leave at the rate of 20 working days per calendar year with full wages with the right to accumulate it for five years and in case of non availability of such leave to the credit of workmen 45 days sick leave with half pay in a calendar year.
7. Demand for 18 days casual leave.
8. Demand for 18 days paid holidays.
9. Medical benefit to those not covered under E. S. I. at the rate of Rs. 1,500/- per year Maternity reimbursement and free treatment in the Hospital to the workmen and his family members at management's cost.
10. Interest free housing loan of Rs. 90,000/- to each workman to be recovered in 300 equal instalments.
11. Interest free loan of Rs. 8,000/- for purchase of Scooter to workman to be recovered in 100 instalments.
12. Interest free loan of Rs. 5,000/- for purchase of Refrigerator set and Television set to be recovered in 100 instalments.

13. Demand for up-to-date Sport Club premises.
14. Provision of Garage in Factory premises for parking Scooters and Vehicles of the workmen.
15. Permanency to temporary workmen.
16. Classification of Jobs of Mazdoors and Sweepers.
17. Job classification of operators and electric generators and employment of 3 operators."

2. Notice was issued to Party-I to file its statement of claim, and, on the date fixed, both the parties remained present before this Tribunal and filed a joint memo of settlement of all their disputes including those subject matter of this Reference, praying that a consent award be passed in so far the dispute settled relates to the demands, subject matter of this adjudication Reference.

3. I have perused the terms of settlement which are attached hereto and shall form part of this award, and arrived at the conclusion that they are reasonable and fair to both the parties. Hence, I accept them and pass the following order.

#### ORDER

Consent award in terms prayed for is hereby made.  
No order as to costs.

*Dr. Renato de Noronha*

Presiding Officer,  
Industrial Tribunal.

#### MEMORANDUM OF SETTLEMENT

##### NAME OF THE PARTIES

CIBA-GEIGY of India Limited, a Company registered under the Indian companies Act and having its Registered Office at 14, J. Tata Road, Bombay-400 020  
(hereinafter referred to as "the Company"):

AND

The workmen employed by the Company at its Santa Monica Plant, Corlim, Ilhas, Goa, and represented by the CIBA-GEIGY of India Limited Employees' Union (Goa)

*Representing the Company*

*Representing the Workmen*

Mr. M. R. Lal,  
Secretary & Executive-in-  
Charge, Central Function Ad-  
ministration, CIBA-GEIGY of  
India Limited, Bombay.

Dr. P. Mitra,  
Acting Works Manager,  
CIBA-GEIGY of India Ltd.,  
Corlim, Ilhas, Goa.

Mr. P. G. Lotlicar, President  
Mr. George Vaz, Vice-Presi-  
dent

Mr. G. V. Deshpabhu, Vice-  
-President

Mr. S. D. Vengurlekar, Gen.  
Secretary

Mr. S. N. Virdikar, Com-  
mittee Member

The CIBA-GEIGY of India  
Limited Employees' Union  
(Goa), Velha Building,  
2nd floor, (Opp. Municipal  
Garden,) Panaji, Goa.

#### SHORT RECITAL OF THE CASE

Whereas the Settlement dated 31st May 1976 covering all the workmen employed in the Company's establishment located at Corlim, Ilhas, Goa, expired on 31st December, 1980;

And Whereas the CIBA-GEIGY of India Limited Employees' Union (Goa), hereinafter referred to as "the Union", recognised by the Company, representing the workmen employed in its Santa Monica Plant, terminated the settlement dated 31st May, 1976 by their letter dated 1st November, 1980; and simultaneously submitted a 58-point charter of demands, by its letter dated 1-11-1980;

And Whereas the Company held protracted negotiations with the Union in an endeavour to resolve all disputes and arrive at a mutually acceptable settlement as a package deal in respect of the said Charter of Demands and also the revision of wage/salary scales, classification/gradation and revision of Dearness Allowance (although the wages and dearness allowance formed the subject matter of a separate settlement dated 14-10-1978 which would expire on 31-12-1981);

And Whereas bipartite negotiations having failed, the Commissioner, Labour & Employment, Panaji, intervened in the matter and admitted the disputes in conciliation;

And Whereas the conciliation having failed, the Government of Goa, Daman & Diu, by its order No. 28/16/80-ILD dated 17-6-81 referred some of the demands out of the said 58-point charter of demands, for adjudication by the Industrial Tribunal of Goa, Daman & Diu.

And Whereas the parties resumed bipartite discussions to resolve all the disputes and to arrive at a mutually acceptable settlement as a package deal in respect of the said charter of demands as also the revision of wages/salary, scales, classification/gradation and revision of dearness allowance and during the said negotiations certain proposals emerged as agreeable to both the parties and which both the parties now desire to record in this settlement to the intent that this settlement shall be binding on them in terms of section 18 read with section 2(p) of the Industrial Disputes Act, 1947;

NOW IT IS HEREBY AGREED BY AND BETWEEN  
THE PARTIES HERETO:

#### TERMS OF SETTLEMENT

1. **Housing Colony:** (item 1 of the Order of Reference — Demand No. 14 of the Charter of Demands).

Settled as withdrawn.

2. **Leave Travel Assistance:** (item 2 of the Order of Reference — Demand No. 15 of the Charter of Demands).

Effective from the calendar year beginning 1-1-1981, Leave Travel Assistance being granted to a permanent workman shall be enhanced to Rs. 500/- (Rupees five hundred only) and be payable once in each calendar year. Other terms and conditions regulating grant of leave travel assistance embodied in the settlement dated 31-5-1976 shall remain in full force and effect.

A permanent workman who has already availed of L.T.A. during the current year 1981 at the old rate, will be paid the difference due to him.

3. **Insurance:** (item 3 of the Order of Reference — Demand No. 17 of the Charter of Demands).

The existing practice will continue.

4. **Accident Benefit:** (item 5 of the Order of Reference — Demand No. 18 of the Charter of Demands).

Settled as withdrawn.

5. **Privilege Leave:** (item 5 of the Order of Reference — Demand No. 21 of the Charter of Demands).

Effective from the calendar year beginning 1st of January, 1981, the quantum of privilege leave admissible to permanent workmen shall be revised as follows:

(a) For the first completed year of service — 24 days.

(b) For the second completed year of service and thereafter for every completed year — 30 days.

A workman may be allowed to avail of privilege leave for six days at a time, twice in a calendar year, subject to exigencies of the Company work. Prefixing and suffixing of the weekly-off/holidays immediately preceding and/or succeeding the period of leave will be permitted.

Privilege leave shall, however, not be allowed more than thrice in a calendar year. Other terms and conditions relating to the eligibility and grant of privilege leave shall remain unaltered.

A permanent workman will be allowed at his option to encash privilege leave at the time of his proceeding on leave while availing L.T.A., provided that there shall always remain to his credit a minimum balance of 30 days privilege leave after such encashment. For the leave encashed, the concerned workman will be paid his basic salary/wages and dearness allowance for the leave encashed and the salary/wages for this purpose will be the salary/wages (basic + D.A.) applicable for the month in which the concerned workman proceeds on privilege leave for availing his L.T.A.

The amount paid to any workman on account of such encashment of privilege leave shall not be taken into account for the purpose of calculating overtime, H.R.A., L.T.A., Bonus, Provident Fund, Gratuity or any other benefits/allowance or remuneration whatsoever.



6. Sick Leave: (item 6 of the Order of Reference — Demand No. 22 of the Charter of Demands).

Effective from the calendar year 1981 the quantum of sick leave admissible to a permanent workman and its permissible accumulation at any time will be raised as follows: —

	Sick leave per calendar year	Accumulation at any one time
For workmen not covered under E. S. I. Scheme	15 days	45 days
For workmen covered under E. S. I. Scheme	8 days	24 days

Other terms and conditions regulating eligibility to and grant of sick leave shall remain unaltered.

7. Casual Leave: (item 7 of the Order of Reference — Demand No. 23 of the Charter of Demands).

Effective from the calendar year 1981 the quantum of casual leave being granted to permanent workmen is raised from 7 days to 10 days per calendar year. Other terms and conditions regulating eligibility and grant of casual leave shall remain in full force and effect.

The company agrees to compensate a workman in cash for any unutilised casual leave remaining to his credit at the end of a calendar year, provided that his absence on account of sickness during the relevant calendar year has not exceeded 7 days. Such compensation will be based on salary/wages (i.e. basic + D. A.) for the month of December of the relevant year. Such compensation shall not be taken into account for the purpose of calculating overtime, H. R. A., L. T. A., Bonus, Provident Fund, gratuity or any other benefit/allowance or remuneration whatsoever.

8. Paid Holidays: (item 8 of the Order of Reference — Demand No. 24 of the Charter of Demands).

Effective from the calendar year 1981 the number of national/festival holidays declared by the Company in a calendar year, shall be 15 effective holidays which shall be notified in consultation with the Union.

For the year 1981, however, the number of holidays declared during the second half of the year, shall be 8 effective holidays.

9. Medical Benefits: (item 9 of the Order of Reference — Demand No. 25 of the Charter of Demands).

The existing ceilings on reimbursement of domiciliary medical expenses under the Medical Benefits Scheme of the Company applicable to the workmen not covered under the E. S. I. Act shall be raised to Rs. 600/- per year for self and family. However, claims for reimbursement in this regard need not necessarily be accompanied by doctor's prescriptions but only bills and cash memos.

The existing ceiling on reimbursement of hospital expenses shall however remain unaltered.

The Company's medical benefits scheme in so far as the reimbursement of domiciliary medical expenses are concerned, will be made applicable to the workmen covered under the E. S. I. Scheme with effect from 1-1-81. However, the ceiling of Rs. 600/- per year on reimbursement of domiciliary medical expenses in the case of a workman covered under the E. S. I. Scheme will be reduced by the amount paid by the company as the Employer's contribution to the E. S. I. Scheme in respect of him.

The existing ceiling on the total life time benefit under the Medical Benefit Scheme shall stand abolished.

Other terms and conditions regulating the benefits under the scheme shall remain in full force and effect.

10. Housing Loan: (item 10 of the Order of Reference — Demand No. 26 of the Charter of Demands).

Settled as withdrawn.

11. Vehicle Loan: and 12. Furniture Loan: (items 11 and 12 of the Order of Reference — Demands Nos. 27 & 28 of the Charter of Demands).

Effective from the calendar year 1981, the Company agrees to earmark a sum of Rs. 3 lakhs annually for advancing loans to workmen on seniority basis subject to the workmen having completed a minimum of 3 years service for purchase of Motor-cycle/scooter/moped, refrigerator, T. V. set, sewing machine and Godrej cupboard only subject to the following conditions:

a) The maximum loan for purchase of one or more of the above items shall not exceed Rs. 8000/- per workman;

b) A workman desirous of availing of the loan will have to bear 25% of the cost of the items to be purchased by him and an amount equivalent to 75% of the value of the item purchased only be advanced as loan.

c) A workman will have to produce the relevant documents relating to the purchase of the items within 10 days.

d) The loan shall be repayable in 40 equal instalments and will carry simple interest @ 4% per annum on the outstanding balance.

e) The loan will be advanced only once during the tenure of service of a workman.

f) A workman who purchases a motor-cycle/scooter/moped under this scheme will take out and will always keep alive a comprehensive Insurance cover for the said items till repayment of the loan and the interest thereon.

g) The Company will always have a lien on any such articles purchased under the scheme by any workman till repayment of the loan and the interest thereon.

13. Sports Club: (item 13 of the Order of Reference — Demand No. 38 of the Charter of Demands).

Settled as withdrawn.

14. Provision of Garage: (items 14 of the Order of Reference — Demand No. 39 of the Charter of Demands).

Settled as withdrawn.

15. Temporary Workmen: (item 15 of the Order of Reference — Demand No. 43 of the Charter of Demands).

Settled as withdrawn.

16. Classification of Jobs of Mazdoors & Sweepers: (item 16 of the Order of Reference — Demand No. 54 of the Charter of Demands).

Settled and incorporated in clause 25 hereinbelow.

17. Job Classifications of Operators of Electric Generators, etc.: (item 17 of the Order of Reference — Demand No. 55 of the Charter of Demands).

Settled and incorporated in clause 25 hereinbelow.

## OTHER MATTERS

In the course of the negotiations, other issues/demands although not covered by the Order of Reference No. 28/16-/18-ILD dated 17-6-1981 but forming part of the Charter of Demands dated 1-11-1980 and some other issues were discussed and mutually settled as follows:

18. Facilities for Administration of Settlement/Agreements: (Demand No. 1 of the Charter of Demands) The existing practice will continue.

19. Working Hours: (Demand No. 2 of the Charter of Demands) The existing practice will continue.

20. Shift Allowance: (Demand No. 4 of the Charter of Demands) The existing practice will continue.

21. House Rent Allowance: (Demand No. 13 of the Charter of Demands).

Effective from 1st January, 1981, permanent workmen shall be paid House Rent Allowance at the following rates:

Basic Salary Slab	Rate of H. R. A. per month
Basic pay upto and inclusive of Rs. 300/-	Rs. 125/- per month
Rs. 301/- to Rs. 500/-	Rs. 150/- per month
Rs. 501/- and above	Rs. 175/- per month

Other terms and conditions regulating payment of house rent allowance shall remain in full force and effect.

## 22. Gratuity: (Demand No. 16 of the Charter of Demands).

The existing benefit of gratuity either under the Company's Gratuity Scheme or under the Payment of Gratuity Act, 1972, whichever may be more beneficial to a workman, shall continue with the modification that in computing the amount of gratuity under the Payment of Gratuity Act, entire service of a workman inclusive of the period of service on a salary/wage in excess of Rs. 1,000/- per month shall be taken into account although the last drawn salary/wages for this purpose shall be taken as Rs. 1,000/- per month, the excess, if any, being ignored. The maximum gratuity so payable shall not exceed Rs. 20,000/- in any case.

## 23. Insurance: (Demand No. 17 of the Charter of Demands).

The existing practice will continue.

24. Other Demands: Demand Nos. 3, 5, 6, 7, 8, 9, 10, 11, 12, 19, 20, 29, 30, 31, 32, 33, 34, 35, 36, 37, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 56, 57, and 58 of the Charter of Demands dated 1-11-1980 were discussed and each of the said Demands was settled as withdrawn.

25. Scales of Pay, Classification of Jobs, etc.: With effect from 1-1-1981, the classification, categorisation, designation and scale of pay for permanent workmen in the categories of clerical and technical staff, operatives and subordinate staff employed at the Company's Santa Monica Plant at Corlim, Hhas, Goa, shall be as follows:

Grade	Revised Scales of Pay
O - I	175-5-205-6-247-7-296 Sepoys, sweepers, ward-boy, gardener.
O - II	185-6-221-7-270-8-326 Mazdoors (Heavy manual labour), Stores-Issuers, watchmen.
O - III	195-7-237-8-293-9-356 Packers, Helpers/Assistants in Engg., Lab. Attendant, Fork-lift Operator, Craner Driver, Plumber, Vehicle Driver.
O - IV	210-7-252-8-308-10-378 Head-Watchmen, Painter II, Rigger.
O - V	255-9-309-10-379-EB-12-463 Turner, Jr. Fire Operator, Mechanic-cum-Driver, Painter I, Tailor, Jr. Machinist, Plumber-cum-Pipe Fitter, Mason, Carpenter, Linemen.
O - VI	290-10-350-12-434-15-539 Sr. Fire Operator, Fitter, Welder II, Electrician, Boiler Attendant, Machinist, Plant Operator, Instrument Mechanic, Telephone Mechanic, Lagger.
O - VII	355-18-463-22-617-25-792 Sr. Boiler Attendant, Sr. Fitter, Sr. Instrument Mechanic, Welder I, Lead Bunder-cum-Fitter, Sr. Electrician, Sr. Fire Operator I, Sr. Plant Operator.
C - I	235-10-295-12-379-EB-15-484 Jr. Clerk, Typist, Tool Room Clerk, Asst. Male Nurse.

Grade	Revised Scales of Pay
C - II	275-12-347-15-452-EB-18-578 Tel. Operator-cum-Receptionist, Stores Clerk, Accounts Clerk, Stenographer, Intermediate Clerk, Male Nurse.
C - III	355-20-475-25-650-30-860 Sr. Clerk, Sr. Stenographer, Sr. Stores Clerk, Secretary-cum-Stenographer.
T - I	305-15-395-18-521-22-675 Sr. Process Operator, Asst. Chemist, Draughtsman, Asst. Analyst.
T - II	340-20-460-25-635-30-845 Process/Ecology Technician
T - III	375-25-475-30-715-35-995 Chemist, Analyst, Asst. Foreman, Chargehand, Storekeeper.
T - IV	475-35-650-40-930-EB-45-1290 Foreman, Jr. Engineer, Sr. Chemist, Sr. Analyst, Security Supervisor, Safety Supervisor, Stores Supervisor, Design Draughtsman, Sr. Chargehand.

26. Dearness Allowance: The existing scheme of dearness allowance shall be revised as follows with effect from 1-1-1981.

### a) Fixed Dearness Allowance:

Revised Basic Salary Slab	Amount
Upto Rs. 250/-	Rs. 151.00
Rs. 251/- — Rs. 350/-	Rs. 161.00
Rs. 351/- — Rs. 450/-	Rs. 175.00
Rs. 451/- — Rs. 550/-	Rs. 189.00
Above Rs. 550/-	Rs. 209.00

b) Variable Dearness Allowance: In addition to the revised fixed dearness allowance, every permanent workman shall be entitled to a variable dearness allowance of Rs. 99.75 at the All India Consumer Price Index of 100 (base year 1960) which will be increased or decreased every month on the basis of the A.I.C.P.I. for the last but two months, at the rate of Rs. 1.60 for every one point rise or fall in the index. For example, dearness allowance for the month of January 1981 will be calculated at A.I.C. P.I. of October 1980 and so on.

The dearness allowance as per (a) and (b) above shall be subject to a maximum ceiling corresponding to the dearness allowance payable at A.I.C.P.I. 800 beyond which no additional allowance will be payable.

27. Fitment in the Revised Scales of Pay: The fitment in the revised scales of pay will be so done as to give an individual workman the following total benefit in the form of Basic Pay, Fixed Dearness Allowance and Variable Dearness Allowance, as on 1-1-1981, over the existing Basic, Fixed Dearness Allowance and Variable Dearness Allowance, as on that date:

Basic salary slab of workmen in the old scales of pay as on 1-1-1981	Increase in the basic pay in the revised grade, fixed D. A., and V.D.A., as on 1-1-81 aggregating to
Rs. 175/- — Rs. 300/-	Rs. 180/- per month
Rs. 301/- — Rs. 500/-	Rs. 190/- per month
Above Rs. 500/-	Rs. 190/- per month

28. Should during the currency of this settlement, a workman cross the maximum of his scale of pay, he shall be allowed an out-of-scale increment every year equivalent to the last drawn increment. However, this should not constitute a precedent for future.

29. **General:** (1) Arrears due under this settlement shall be paid to the permanent workmen in the service of the Company as on the date of the execution of this settlement and such arrears will be paid to them within two months.

(2) In consideration of the benefits admissible under this Settlement and the resulting award in terms of this Settlement in the Order of Reference No. 28/16/80-ILD dated 17-6-1981, the workmen employed in the Company's establishment at Santa Monica Plant at Corlim, Ilhas, Goa, assure the Management of their full co-operation in maintaining discipline, reducing absenteeism, increasing productivity and production and in all other measures that may be adopted and considered expedient by the Company to maintain its competitive position and economic viability in the Industry.

(3) The workmen appreciate that the Settlement is a package deal and they agree that all other demands covered by the Charter of Demands dated 1-11-1980 and not specifically dealt with herein were discussed and settled as withdrawn and further that during the operative period of this settlement, they shall not raise, pursue or agitate any demand fully or partially settled herein or any demands not pressed by them and settled as withdrawn herein or any other demand involving financial liability on the Company.

(4) This Settlement fully reflects the assurances embodied in the Memorandum of Understanding signed by the parties on 22-6-1981.

(5) This settlement supersedes the Settlement dated 14-10-1978 relating to wages and dearness allowance.

(6) The Union and the workmen undertake to co-operate in maintaining good industrial relations, peace and harmony. It is further agreed that differences and problems, if any, would be mutually discussed and settled amicably through constitutional means.

(7) Such of the existing rights and privileges of either of the parties which are not expressly modified by this Settlement shall continue.

30. **Duration of the Settlement:** This Settlement shall be in force and binding on the parties upto and including 31st December 1984 in the first instance and shall continue to be in force thereafter until terminated in the manner envisaged under section 19 of the Industrial Disputes Act, 1947.

31. **Joint Application for an Award in Terms of the Settlement:** The parties hereto shall file a copy of this Settlement before the Industrial Tribunal in the Order of Reference No. 28/16/80-ILD dated 17-6-1981 and shall make a joint Application to the Hon'ble Tribunal for an award in terms of the said Settlement in the said Reference in so far as the terms and conditions hereof relate to the demands referred for adjudication under the said Order of Reference.

Corlim, Ilhas, Goa.

Dated: this 8th day of July, 1981.

#### SIGNATURE OF THE PARTIES:

*Representing the Workmen:*  
for The Ciba-Geigy of India  
Limited Employees Union  
(Goa)

Sd/-  
S. D. VENGURLEKAR  
General Secretary

Sd/-  
P. G. LOTLIKAR  
President

Sd/-  
GEORGE VAZ  
Vice-President

Sd/-  
G. V. DESHPRABHU  
Vice-President

Sd/-  
S. N. VIRDIKAR  
Committee Member

*Witnesses:*

G. K. Prabhu Sd/-  
M. A. Chittal Sd/-

*Representing the Company:*  
for Ciba-Geigy of India  
Limited

Sd/-  
M. R. LAL  
Secretary &  
Executive-in-Charge  
Central Function  
Administration

Sd/-  
P. MITRA  
Acting Works Manager  
Santa Monica Plant

*Witnesses:*

P. N. Dhond Sd/-  
U. R. Shenoy Sd/-  
R. P. Rataboli Sd/-

Order

No. 26/2/81-ILD

Whereas the Lieutenant Governor of Goa, Daman and Diu is satisfied that the leave rules applicable to workers in the Factories specified in the schedule appended hereto (hereinafter called the "said factories") provide benefits which, in his opinion are not less favourable than the corresponding provisions of the Chapter VIII of the Factories Act, 1948 (Central Act 63 of 1948) (hereinafter called the "said Act");

Now, therefore, in exercise of the powers conferred by section 84 of the said Act, the Lieutenant Governor of Goa, Daman and Diu hereby exempts the said factories from all of the provisions of Chapter VIII of the said Act, subject to the following conditions, namely:—

(i) that the Manager of the factory shall maintain a register and issue an extract thereof to each worker at the beginning of each calendar year;

(ii) that he shall display at the main entrance of the factory a notice giving full details of the system established in the factory for leave with wages and send a copy of it to the Inspector; and

(iii) that all the workers shall be given benefits as regards leave with wages as may be available to Government employees.

#### SCHEDULE

1. Government Printing Press, Panaji, Goa.
2. Government Offset Printing Press, Ribandar, Goa.
3. Government Dairy, Ponda, Goa.
4. Opa Water Works, Candepar, Goa.
5. Mechanical Cultivation Workshop, Directorate of Agriculture, Tonca, Caranzalem, Goa.
6. Marine Workshop, River Navigation Dept., Betim, Goa.
7. Government Garage, Panaji, Goa.

By order and in the name of the Lt. Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries & Labour).

Panaji, 26th September, 1981.

Notification

No. 26/2/81-ILD

In exercise of the powers conferred by sub-rule (1) of rule 67 of the Goa, Daman and Diu Factories Rules, 1965, the Lieutenant Governor of Goa, Daman and Diu hereby specifies the following factories the occupiers whereof shall provide, in or near the factories, adequate canteens according to the standards prescribed in the said rules:

1. M/s. Goa Shipyard Ltd., Vasco-da-Gama, Goa.
2. Mormugao Port Trust Workshop, Baina, Mormugao, Goa.
3. M/s. Zuari Agro Chemicals Ltd., Zuarinagar, Sancoale, Goa.
4. M/s. Chowgule Textile Mills, Xeldem, Quepem, Goa.
5. M/s. Madras Rubber Factory Ltd., Usgao, Ponda, Goa.
6. M/s. Sanjivani Sahakari Sakhar Karkhana Ltd., Usgao, Goa.
7. M/s. Ciba Geigy of India Ltd., Corlim, Ilhas, Goa.
8. M/s. Cots Garments (India), Mapusa, Goa.
9. M/s. Mandovi Pellets Ltd., Siroda, Borim, Goa.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. D. Sadhale, Under Secretary (Industries and Labour).

Panaji, 26th September, 1981.

## Notification

No. 26/2/81-ILD

In exercise of the powers conferred by section 86 of the Factories Act, 1948 (Central Act 63 of 1948), the Lieutenant Governor of Goa, Daman and Diu hereby exempts the Technical Institutions specified in the Schedule appended hereto from all the provisions of the said Act except Chapter III, Chapter IV, section 45 of Chapter V; sections 87 to 91 (both inclusive) of Chapter IX and Chapter X of the said Act subject to the condition that the hours of work shall be regulated by the persons having the control of the said Institutions in accordance with the Scheme previously approved by the Government.

## SCHEDULE

1. Government Polytechnic, Panaji;
2. College of Engineering, Goa, Farmagudi;
3. Small Industries Service Institute, Margao;
4. Workshops of Industrial Training Institutes.

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

*S. D. Sadhale*, Under Secretary (Industries and Labour).

Panaji, 26th September, 1981.

## Law Department (Establishment)

## Notification

No. 1-54-81/LD

The following Order No. JCC/A-1/81-37 dated 23-9-1981 from Judicial Commissioner's Court, Panaji is hereby published for general information.

*R. V. Durbhatkar*, Under Secretary (Law).

Panaji, 29th September, 1981.

## Judicial Commissioner's Court

## Order

No. JCC/A-1/81/37

In exercise of the powers conferred under Section 9 of the Criminal Procedure Code, 1973, Dr. ALVARO DE NORONHA FERREIRA, who has been appointed as District Judge for North Goa District, Panaji, under the Government Notification No. 1-54-81/LD, dated 22nd September, 1981, is hereby appointed as SESSIONS JUDGE, North Goa Sessions Division, Panaji, with immediate effect.

*Gustavo Filipe Couto*, Acting Judicial Commissioner.

Panaji, 23rd September, 1981.